

ONE GOVERNMENT PLAZA
POST OFFICE BOX 1180



ROCKY MOUNT
NORTH CAROLINA 27802-1180

CITY OF ROCKY MOUNT

Dear Sir/Madam:

Please acknowledge receipt of this bid. Please indicate your intention and return this acknowledgment to the Purchasing Division by fax to 252-972-1662.

YES: I will bid _____
NO: I will not bid _____

CITY OF ROCKY MOUNT
P O BOX 1180
ROCKY MOUNT, NC 27802
DELTON L. FARMER
PURCHASING MANAGER

BID NO.: **76173 - Demolition Bid for Clairmont Apartments**

COMPANY: _____

STREET ADDRESS: _____

CITY STATE ZIP _____

SIGNATURE _____

TELEPHONE () _____

FAX NO.: _____

INTERNET ADDRESS: _____

**ADVERTISEMENT FOR BIDS
CITY OF ROCKY MOUNT, NORTH CAROLINA**

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals endorsed, "CRM #76173 – Demolition Bid for Claremont Apartments" will be received by the City of Rocky Mount Purchasing Office in the Fredrick E. Turnage Administrative Complex, located at 331 S. Franklin Street, until 2:00 p.m. on Tuesday, February 23, 2016, at which time they will be publicly opened and read in Conference Room #3 located on the second floor of the Frederick E. Turnage Administrative Complex.

A **mandatory pre-bid conference** will be held at 2:00 p.m. on Wednesday, February 10, 2016 at 733 Ravenwood Drive, Rocky Mount, NC 27801. The City of Rocky Mount has a 5% minority business participation goal for this contract. All single prime contractors, subcontractors, and suppliers are urged to attend the pre bid conference to become familiar with the project requirements.

Instructions for submitting bids and complete specifications for the work, equipment, supplies or services desired may be obtained at the office of the City Purchasing Manager in the Administrative Complex during regular office hours of 8:30 A.M., through 5:00 P.M., Monday through Friday.

The City of Rocky Mount reserves the right to reject any and all bids. The City of Rocky Mount will not discriminate against any contractor submitting a bid because of race, creed, color, national origin or handicap.

CITY OF ROCKY MOUNT, NC

A handwritten signature in black ink, reading "Delton L. Farmer". The signature is written in a cursive, flowing style.

Delton L. Farmer
Purchasing Manager

NOTICE TO BIDDERS

Pursuant to Section 143-129 of the General Statutes of North Carolina, seals proposals endorsed "CRM #76173 – Demolition Bid for Claremont Apartments" will be received by the City of Rocky Mount Purchasing Office in the Fredrick E. Turnage Administrative Complex, located at 331 S. Franklin Street, until 2:00 p.m. on Tuesday, February 23, 2016, at which time they will be publicly opened and read in Conference Room #3 located on the second floor of the Frederick E. Turnage Administrative Complex.

A **mandatory pre-bid conference** will be held at 2:00 p. m. on Wednesday, February 10, 2016 at 733 Ravenwood Drive, Rocky Mount, NC 27804. The City of Rocky Mount has a 5% minority business participation goal for this contract. All single prime contractors, subcontractors, and suppliers are urged to attend to become familiar with the project requirements.

The contractor shall furnish all labor, equipment, supplies and insurances to complete the project. The contractor shall have all required licenses and permits to perform demolition work.

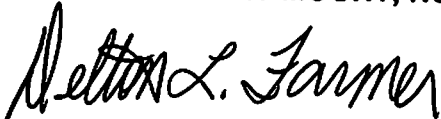
A 5% bid bond based on the Contractor's bid amount will be required with each companies bid response. The bid bond shall be in the form of cash, a certified or cashier's check payable to the order of the City of Rocky Mount or a bid bond by a company licensed to do business in the State of North Carolina.

A 100% Payment and Performance bond will be required of the successful bidder. The Payment and Performance bonds shall be in the form of cash, certified check, government securities or bond by a surety licensed to do business in North Carolina.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 90 days.

The City of Rocky Mount reserves the right to reject any and all bids. The City of Rocky Mount will not discriminate against any contractor submitting a bid because of race, creed, color, national origin or handicap

CITY OF ROCKY MOUNT, NC



Delton L. Farmer
Purchasing Manager

PROPERTY DEMOLITIONS FOR HOUSING CODE VIOLATIONS

BIDDER INSTRUCTIONS

- 1) The City is requesting a price for the demolition and cleanup of ninety two (92) dwellings that are listed under the "PROPOSAL" section of these specifications. As time is of the essence, the Contractor(s) awarded this bid shall be prepared to start demolition on these structures within thirty (30) calendar days of the issuance of the Purchase Order. It is further required as part of the condition of the contract, that demolition be completed and that the site be cleaned up and stabilized within fifteen (15) calendar days of initiating demolition. Overall, the Contractor shall complete the work within a total of 45 (forty-five) calendar days from issuance of the Purchase Order and Notice to Proceed. The contractor will be required to install and maintain temporary sedimentation and erosion control measures to prevent sediment from leaving the site and entering the storm drainage system. This would primarily consist of block and gravel curb inlet protection. Bad weather days will be considered, but must be coordinated with Brenton Bent. Mr. Bent may be contacted by calling 252-972-1291.
- 2) The demolition process will include the removal of ALL debris from the demolition area, i.e., all rocks, masonry, and wood/metal scraps. The demolition area will be raked clear/smooth of ALL debris before seeding. The Contractor shall backfill and compact all excavated areas with sand-clay and dress off and fill in all low spots *with topsoil* in order to provide positive drainage within the limits of the work area and shall grade, reseed, and straw the demolition area and any other areas disturbed during completion of the work. Reseeding is to be done with Kentucky Fescue grass seed. (The result of this effort will create an area that can easily be maintained with standard residential yard maintenance equipment.)
- 3) The demolition process must include dust control. This process must be accomplished with the use of at least a 1" hose with a nozzle producing a fog spray pattern sufficient to maintain adequate dust control to the satisfaction of the Brian Bottoms, Senior Community Code Inspector.

NOTE: The Demolition Contractor must remove any trees damaged during the demolition process.

- 4) The Contractor awarded the bid shall be responsible for all equipment, labor, and materials needed to demolish the property and the hauling of materials to the disposal site. Disposal of materials is to be done in accordance with all Federal, State, and Local laws and must be at a State approved landfill. Copies of the waste manifest bills from the landfill must be supplied at the time you submit your bill for payment of the demolition. Payment will not be made until such time as these manifests are provided to the City by the Contractor.

NOTE: In the event the scope of work associated with this contract includes the demolition of concrete slabs, parking lots, dumpster pads, and off right-of-way sidewalk, the contractor awarded the bid will be allowed to dispose of the concrete, asphalt pavement, dirt, and stone without paying a tipping fee at the City Of Rocky Mount Land Clearing and Inert Debris (LCID) Landfill located at 3873 Old Battleboro road. The facility is available Monday through Friday between 7:30am and 5:30pm. Availability outside of these days and times will be considered on a case-by-case basis.

- 5) A demolition permit will be required and can be secured through the City of Rocky Mount Inspection Division. (Before this permit can be secured, the Demolition Contractor must secure an "Asbestos Notification Permit" from the State of North Carolina).
 - A) Hours of operation shall be limited to Monday through Saturday during daylight hours only. In no case, however, shall work commence before 7:00am or extend beyond 8:00pm.

- 6) All bidders are to submit with their bid a 5% bid bond. The bond shall be in the form of cash, cashier's check, certified check or a bid bond, and by a surety licensed to do business in the State of North Carolina.
- 7) For each day in excess of the deadline, the Contractor shall pay the City the sum of \$250 per day as liquidated damages. Liquidated damages shall be compensation for damages suffered by the City and shall not be interpreted as a "fine" or "penalty". No additional payment or bonuses shall be made for completion of the contract in less than the noted time period.
- 8) Before award of this contract to the lowest responsive responsible bidder, the Contractor shall provide a "certificate of insurance coverage" form to the Purchasing Department containing the following insurance limits:
- A. Public Liability and Property Damage
- The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him/it, the City as a named insured), and any subcontractor performing work covered by this contract, whether such operation be by himself or by any subcontractor, or by anyone directly indirectly employed by either of them. The amounts of such insurance shall be as follows:
1. Public Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) in respect to any one accident or disaster and in an amount of not less than One Million Dollars (\$1,000,000) in respect to injuries to any one person.
 2. Property damages insurance in an amount of not less than One Million Dollars (\$1,000,000).
- 9) As time is of the essence, all bids are to be returned to the Purchasing Department by 2:00 p.m. on Tuesday, February 23, 2016 in an envelope labeled **"PROPERTY DEMOLITIONS – CRM #76173 - DEMOLITION BID FOR CLAREMONT APARTMENT"**. Prices submitted by the low bidder shall be binding for a period of 90 days from receipt of the bid and bid opening.
- 10) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its agents, and employees from and against all claims, damages, loss, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the work, provided that any such claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease, or death, or to injury destruction of property (other than the work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claims, damages, loss, and expenses are caused in part by any party indemnified hereunder.
- 11) The identification, removal, and disposal of asbestos in any structure involved as part of this contract will be the responsibility of the City of Rocky Mount as noted in paragraph 15 (C).
- 12) The City of Rocky Mount reserves the right to reject any and all bids or to readvertise should the need arise.
- 13) All bidders are to supply the names of any subcontractors to be used on the project with their bid price proposal with their bid price proposal response.
- 14) The bidder must comply with the following federal regulations:
- a. Women & Minority Business Enterprise: The bidder will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business

enterprises” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The bidder may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- b. EEO/AA Statement: The bidder will, in all solicitations or advertisements for employees placed by or on behalf of the bidder, state that is an Equal Opportunity or Affirmative Action employer.
- c. Labor Standards: The bidder agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 USC. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The bidder shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
- d. Section 3: Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the bidder and any of the bidder’s subcontractors. Failure to fulfill these requirements shall subject the City, the bidder and any of the bidder’s subcontractors, their successors and assigns, to Federal sanctions. The bidder certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The bidder further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts: “The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The bidder further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, demolition, or other public construction projects are given to low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, demolition, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The bidder certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

The bidder agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The bidder will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The bidder will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

15) Should further information or assistance be needed, you may contact Delton L. Farmer, Purchasing Manager, by calling 252-972-1228 or email at Delton.Farmer@rockymountnc.gov.

16) SPECIAL INSTRUCTIONS TO BIDDERS:

A) Price proposals are to be submitted on the “**PRICE PROPOSAL**” page for the removal of all 92 units (2 units and/or 4 units) along with the concrete slab foundations, backfill, and stabilize the area as described in Item #2 above.

B)

Add Alternate

The removal of parking lots, dumpster pads, and sidewalks off right-of-way to include backfilling and stabilizing the area as described in Item #2 above.

B) All bidders are required to attend the mandatory pre-bid meeting scheduled at 2:00 p.m. on Wednesday, February 10, 2016 at 733 Ravenwood Drive, Rocky Mount, NC 27804.

C) **Special Precautions concerning removal of asbestos:**

All asbestos has been removed from units under a separate contract.

17) REFERENCES

The City of Rocky Mount reserves the right to request work references for a company that has not performed a demolition contract for the City.

BID PRICE PROPOSAL

I have attended the mandatory pre bid meeting and visited the Clairmont Apartments to be demolished per these bid specifications. My total cost to perform all bid specification requirements for inspection and acceptance is as follows:

COMPANY NAME _____

1.) Removal of all 92 units (2 units and/or 4 units), including concrete slab foundations, backfill and stabilize area.	List individual building demolition prices below
--------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------

<u>Ravenwood Drive Units:</u>	
1) 733/735	\$
2) 729/731	\$
3) 725/727	\$
4) 721/723	\$
5) 717/719	\$
6) 713/715	\$
7) 709/711	\$
8) 705/707	\$
9) 701/703	\$
10) 625/627	\$
11) 621/623	\$
12) 617/619	\$
13) 613/615	\$
14) 609/611	\$
15) 605/607	\$
16) 601/603	\$
17) 543/545	\$
18) 539/541	\$
19) 531/533/535/537	\$
20) 544/546	\$
21) 600/602	\$
22) 604/606	\$

23) 608/610	\$
24) 612/614	\$
25) 618/616	\$
26) 716/718	\$
27) 720/722	\$
28) 724/726	\$
29) 728/730	\$
30) 732/734/736/738	\$
31) 740/742	\$
32) 744/746/748/750	\$
33) 752/754	\$
34) 756/758	\$
35) 760/762	\$
36) 764/767	\$
37) 768/770	\$
38) 772/774	\$
SUB – TOTAL FOR RAVENWOOD DRIVE UNITS:	\$
<u>Starling Way Units:</u>	
39) 521/523	\$
40) 513/515/517/519	\$
41) 509/511	\$
42) 505/507	\$
43) 501/503	\$
SUB-TOTAL FOR STARLING WAY UNITS:	\$
GRAND TOTAL BID COST:	\$

ADD ALTERNATE:	
2) Rate/square foot: To remove parking lots, dumpster pads, and sidewalks off right-of-way to include backfilling and stabilizing the area.	\$ per Square Foot

The City of Rocky Mount reserves the right to make bid award on all units or in portions, whichever is in the best interest of the City. The City of Rocky Mount also reserves the right to make bid award based on the earliest "firm" start and completion timeframe for the contact.

The 5% bid bond is to be based on the "Removal of 92 units only Grand Total Bid Cost" stated above. The 5% bid bond is to be in the form of cash, a certified or cashier's check payable to the order of the City of Rocky Mount or a bid bond by a company licensed to do business in the State of North Carolina.

If awarded the contract I can start work on _____ and complete demolition of the 114 units only in _____ days.

NO FAXED BID BONDS WILL BE ACCEPTED.

Company Name

Telephone Number

Signature

Fax Number

Date

Internet Address (if applicable)



City of Rocky Mount

Certification Regarding Debarment and Suspension

Contracts for construction or services shall comply with the provisions of 43 CFR Part 12, Subpart C (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments). In order to comply with this provision, no contract may be awarded by the grantee (City of Rocky Mount), a subgrantee or contractor of any grantee or subgrantee to any party that has been debarred or suspended under Executive Order 12549. By signing this document, you certify to the best of your knowledge that the company, its principals, and its subcontractors which may be awarded a contract with the City of Rocky Mount:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State, or local) with commission of any of the offenses in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

BY _____
(Signature of Owner or Authorized Representative)

DATE _____

(Company Name)

(Name/Location of Project)

STATE OF _____

AFFIDAVIT

COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hires employees pursuant to federal law in accordance with NCGS 64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCSG 64-25(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 20____

Signature of Affiant
Print or Type Name: _____

State of _____, County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 20____

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

INSTRUCTIONS TO BIDDERS

1. Samples of items, when required that do not have prior approval, must be furnished free of expense, prior to the opening of bids, and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of samples must be made 10 days following opening of bids. Each individual sample must be labeled with bidder's name and item number.
2. Price should be stated in units of quantity requested on price proposal sheet(s) with packing included.
3. If the items bid upon have a trade name or brand, such trade name or brand must be stated in the bid.
4. Attach complete specifications for any substitution offered, or when amplification is desirable or necessary.
5. If descriptive matter is attached to bid, bidder's name must be on all sheets pertaining to proposal or bids.
6. Where a brand or trade name appears in the specification, it is understood that it refers to that material or its equivalent.
7. Please address and mail your bid as shown below:

**CITY OF ROCKY MOUNT
PURCHASING DEPARTMENT
P.O. DRAWER 1180
ROCKY MOUNT, NC 27802**

8. **MARK YOUR BID IN THE LOWER LEFT HAND CORNER OF ENVELOPE AS PER THE FOLLOWING SAMPLE:**

<p>BID REQUEST NO.: (PUT CRM #) SEALED BIDS ON: (PUT TITLE OF BID) TO BE OPENED: (PUT DATE, TIME & DAY OF WEEK)</p>

If forwarded other than by mail delivery, bids must be delivered/addressed directly to City of Rocky Mount, Purchasing Department, 331 South Franklin Street, or Purchasing Conference Room, 4th floor, Municipal Office Building, Rocky Mount, NC 27803

***ALL BIDDERS ARE TO READ AND SIGN THE CITY OF ROCKY MOUNT CONDITIONS FOR BID AWARD AND RETURN IT WITH THEIR BID PRICE PROPOSAL. FAILURE TO DO SO MAY RENDER YOU BID AS NON-RESPONSIVE.**

**CITY OF ROCKY MOUNT
CONDITIONS FOR BID AWARD**

1. All bids and proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by the City of Rocky Mount from the date shown until date of opening the proposals, the plans and specifications of the proposed work and/or complete description of the apparatus, supplies, materials, or equipment and/or work and services are and will continue to be on file in the office of the Purchasing Manager of the City of Rocky Mount, N.C. during usual office hours 8:30 A.M. to 5:00 P.M., and available to prospective bidders.
2. No proposal will be considered or accepted unless, at the time of its filing the same shall be accompanied by Cash or a Certified deposit check on some bank or trust company insured by the Federal Deposit Insurance Corporation, in an amount of not less than the five percent (5%) of the total proposal. In lieu of making the cash deposit as above provided, such bidder may file a bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, all bid bonds and deposits being further conditioned under Section 2, G.S. 143-129 H.B. 634.
3. The City reserves the right to evaluate all bids especially where there is a wide range in specifications or to reject any and all bids and proposals, and further specifically reserves the right to make the award or and/or awards in the best interest of the City of Rocky Mount.
4. The bidder and/or bidders to whom contract is awarded must comply fully with the requirements of General Statutes, Section 143-129 as amended, including entering into contract and/or Purchase Order and the furnishing of a satisfactory surety bond in the full amount of the contract price to guarantee faithful performance of the contract.
5. Time, in connection with discount offered, will be computed from date of delivery of the supplies or materials on delivery at destination when final inspection and acceptance are at those points or from date correct invoice is received if latter is later than the date of delivery. Guaranteed maximum price must be shown in all bids.
6. In case of default of the contractor and/or suppliers, the City may procure the articles, or services from other sources and hold the contractor and/or suppliers responsible for any excess cost occasioned thereby.
7. Payment by City due thirty days after delivery in Rocky Mount and inspection unless otherwise specifically provided: subject to any discounts allowed.
8. By mutual consent, between the City of Rocky Mount and the successful bidder and/or bidders, the base contract may be subsequently extended up to 100 percent (100%) of the dollar value.
9. Positively No Bids considered unless submitted on the proposals furnished by the City of Rocky Mount.
10. All tax imposed upon any article on which you are bidding, shall be shown as a separate item and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.
11. This proposal shall be irrevocable after the public opening and cannot be withdrawn after the time and said deposit shall be forfeited to the City of Rocky Mount as liquidated damages if this bid is withdrawn after the public opening, or if the undersigned bidder fails to execute formal contract and provide satisfactory surety within ten (10) days after the award. If this bid is not accepted within thirty (30) days after the public opening, it shall be deemed rejected and deposit shall be returned to the undersigned bidder.
12. It is specifically agreed as part of the consideration of the signing of this contract that the parties herein, their agent, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, national origin, handicapped status, age, religion or sex with reference to the subject matter of this contract no

matter how remote. The parties hereto further agree in all respects to conform with provisions and intent of the City of Rocky Mount, North Carolina.

This provisions being incorporated for the benefit of the City of Rocky Mount and its residents may be enforced as set out in said ordinances, enforcement of these provisions shall be by action for specific performance, injunctive relief, or other remedy as by law provided; and this provision shall be construed in such manner as to prevent and eradicate all discrimination based on race, color, creed, national origin, handicapped status, age, religion or sex.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this contract.

13. The City reserves the right to award all or any part to one or more bidders.
14. (5%) deposit Enclosed \$_____ see paragraph 2.
15. It is understood that the items in this proposal shall be purchased as stated on price proposal sheet. Where there is an estimated quantity being requested, the items will be purchased on an as needed basis.
16. The successful bidder(s) must maintain in stock at all items the items in this contract in sufficient quantities to ensure quick delivery on replacement items. The City of Rocky Mount reserves the right to inspect the facilities of each bidder before awarding the contract.
17. Contract or Purchase Order shall be for a one time purchase, or for the period of time noted in the specifications or on the purchase order.
18. North Carolina General Statutes, specifically 160A-20.1 (b), prohibit the City from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64. The contractor shall submit the E-Verify Affidavit, located in the Bid Proposal section, with their bid. Contractor(s) awarded the contract shall be responsible for ensuring that their subcontractors meet the E-Verify requirements. Bids that do not include this Affidavit will be considered non-responsive.
19. The City of Rocky Mount reserves the right to cancel the contract at any given time, by giving the vendor a thirty (30) day written notice.

In compliance with the above request for bids, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid is accepted within 30 days from the date of the opening, to furnish any or all of the items upon which prices quoted, at the price set opposite each item, and unless otherwise specified, within _____ days, after receipt of order, delivery F.O.B. Rocky Mount, N.C.

Discounts will be allowed for prompt payments as follows:

10 calendar days _____ percent	15 calendar days _____ percent
20 calendar days _____ percent	30 calendar days _____ percent

Bidder: _____
By: _____
Authorized To Sign

Address: _____
Telephone No. : _____

Title: _____

Fax No. : _____
Date: _____

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

***Minority Category**

[illegible]

The total value of minority business contracting will be (\$)_____.

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____
I have made a good faith effort to comply under the following areas checked:

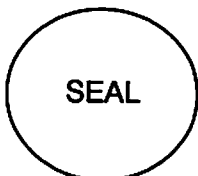
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 - (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 - (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 - (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 - (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 - (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 - (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 - (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 - (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____
Signature: _____
Title: _____



State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

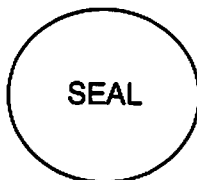
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

Project ID# _____ (Project Name)
Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

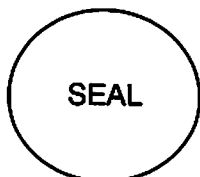
Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Rocky Mount

AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 5% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

(Name of Bidder)

Affidavit of: _____

I do certify the attached documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions.

Examples of documentation include, but are not limited to, the following evidence:

- Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster.
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

Date: _____ Approved/Certified By: _____
Name

Title

Signature

**** THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT ****